

General Terms and Conditions of Sale of R-Pharm Germany GmbH

I. Application

These General Terms and Conditions of Sale (the "General Terms and Conditions of Sale") shall apply to any delivery of goods, services and offers of R-Pharm Germany GmbH (hereinafter the "Agreement"). These General Terms and Conditions of Sale as amended from time to time shall become effective on the date specified below and replace hitherto valid general terms and conditions of Sale.

These General Terms and Conditions of Sale shall also apply in the version in force at the given time – as a framework agreement – to all future contracts for the delivery of goods, services and offers, without need of notification in each individual case. The purchaser will be informed immediately of any amendments to these General Terms and Conditions of Sale.

These General Terms and Conditions of Sale shall apply exclusively. Differing, conflicting or additional terms and conditions of the purchaser shall only become part of the contract, if of R-Pharm Germany GmbH (hereinafter the "Seller") expressly agrees in writing to their validity. This requirement of consent applies even if the Seller, being aware of general terms and conditions of the purchaser, delivers to the purchaser without reservation.

Individual agreements with the purchaser (including collateral agreements, supplements and amendments) have in any case priority over these General Terms and Conditions of Sale.

II. Conclusion of Contract

Orders by the purchaser shall be binding. Unless the respective order provides otherwise, the Seller shall be entitled to accept this offer by submitting a written or electronic sales confirmation or by sending the ordered goods.

III. Conditions of Delivery, Place of Performance

Unless otherwise agreed in individual cases, deliveries are made EXW Illertissen in accordance with the INCOTERMS 2010.

If the goods are shipped at purchasers request to the purchaser or to another location, the risk of accidental loss or accidental derogation of the goods shall pass to the purchaser with the handover of the goods to the first carrier, forwarder or any other third party commissioned to execute the shipment. These shall apply regardless of whether the shipment is made from the place of performance and who bears the freight costs.

Unless otherwise agreed, place of performance for all obligations arising from the Agreement shall be Illertissen.

IV. Date of Delivery, Delay in Delivery

Delivery dates are only binding if they have been agreed in writing. Where a delivery period is binding, it shall be extended in the event of force majeure. In other unforeseeable events which occur to the Seller or its subcontractors, such as lawful industrial action such as strikes, lockouts and flash mobs, traffic jams and

obstructions, or comparable events, the delivery period shall also be extended appropriately. This shall also apply to unlawful industrial actions, unless Seller is responsible for such measures. However, the purchaser and the Seller can withdraw from the contract before expiration of the extended delivery period by written statement to the other party if the delay for the withdrawing party becomes unbearable.

Delivery dates and delivery periods shall only be binding if expressly confirmed in writing.

The commencement of delivery periods stated by the Seller is subject to the conditions precedent that all technical questions have been settled and the proper and timely fulfillment of the purchaser's obligations. Provisions by the purchaser shall be delivered, at the risk of the purchaser, DDP Illertissen in accordance with the INCOTERMS 2010.

If the purchaser is in default of acceptance or culpably violates other obligations to cooperate, the Seller shall be entitled to demand damages caused thereby, including any additional expenses. Further claims shall remain reserved and unaffected.

In case of default of acceptance the risk of accidental loss or accidental derogation of the goods shall pass to the purchaser.

Deviations in quantity of up to +/- 10% (plus/minus ten percent) are permissible and taken into account.

If the Seller is in default with the delivery and/or its services or the delivery and/or services, for whatever reason, become impossible, the Seller's liability for damages shall be limited pursuant to clause IX of this General Terms and Conditions of Sale.

V. Prices

The sales prices in effect at the time of delivery and excluding VAT shall apply

VI. Conditions of payment

Unless otherwise expressly agreed in writing, the amount of invoice is due net without any deductions within 14 (fourteen) days after receipt of the non-defective goods and the corresponding invoice. The purchaser shall be in default of payment, if payment has not been made within 20 days from receipt of the invoice unless, in individual cases, a longer term of payment has been agreed on.

If the purchaser is in default of payment, the Seller is entitled to charge default interest at the rate of eight percentage points above the base rate p. a. The assertion of actual higher damages caused by the delay remains reserved. In case of default of payment, the Seller is released from all further service and delivery obligations and entitled to withhold any outstanding deliveries or services and to request advance payments or collateral or after setting a reasonable grace period to withdraw from the contract.

VII. Retention of Title, Assignment for Security

The Seller retains title to the delivered goods until full payment of the purchase price. The purchaser is not entitled to pledge the goods to third parties or to assign goods for security. Seizures or other enforcement measures by third parties in relation to the goods supplied must be notified to the Seller immediately.

If the purchaser sells on the delivered goods in the regular course of business to third parties, the purchaser hereby assigns any claims from such sale to secure all claims of the Supplier against him at the time of conclusion of the contract; the Supplier accepts assignment. If the purchaser has agreed current account agreement with its counterparty, the buyer hereby assigns the relevant period balance as a collateral security for all payment claims of the Seller against him at the time of conclusion of the contract. To the extent that the purchaser collects receivables assigned to the Seller on behalf of the Seller, he has to pay the amounts collected to the Seller as soon as their accounts are due.

The retention of title also covers the full value of products resulting from the processing, mixing or combining of the purchased goods; the Seller will be considered as the manufacturer of these products. If third parties retain title to processed, mixed or combined goods, the Seller shall acquire co-ownership in the resulting products in proportion of the invoice value.

Upon request of the purchaser, the Seller shall release claims assigned as collateral security to it, to the extent that their value exceeds the claims to be secured security, if and to the extent that these are not yet settled, by more than 20 %.

VIII. Warranty

The goods must be examined for defects immediately after delivery to the purchaser or a third party designated by him. The purchaser must immediately indicate in writing any defects of the goods to the Seller in terms of type, quantity and visible transport damage, not later than 8 days after delivery of the goods. Other defects of the goods must be announced immediately in writing to the Seller as soon as they are discovered in the course of normal business operations, not later than 8 business days after discovery of the defect.

For the rights of the purchaser for material and legal defects, the statutory law shall apply if not agreed otherwise in the following. Statutory provisions (§§ 478, 479 BGB) remain unaffected in case of final delivery of the Goods to a consumer.

If the delivered goods are defective, the Seller is obliged at its option within a reasonable time to repair or to replace the goods (supplementary performance). Replacement can only be made against quid pro quo (Zug-um-Zug) return of the defective goods. If supplementary performance fails, the purchaser can withdraw from the contract or reduce the purchase price accordingly. The purchaser may claim damages only in accordance with clause IX.

The warranty period is 12 months from delivery.

The Seller shall not be responsible for the pharmacological and therapeutic accuracy, expediency, effectiveness or harmlessness of the purchased goods, unless they have not been produced or delivered as specified.

IX. Other Liability

The Seller shall be liable for damages arising from injury to life, body, health, based on a negligent breach of duty of the Seller or by an intentional or negligent breach of its statutory representatives or vicarious agents. The Seller shall be liable for any other damages only to the extent they are based on a grossly negligent breach of duty of the Seller or willful or grossly negligent breach of its statutory representatives or agents and culpable violation of essential contractual obligations; in cases of slight negligence, the liability is limited to the contract-typical, reasonably foreseeable damage, with the replacement of lost profits and damages resulting from business interruption thereof excluded.

The liability for compensation is excluded, to the extent the purchaser has effectively limited his liability vis-à-vis his customer.

Third party liability shall remain unaffected under the Product Liability Act and the Drugs Act.

X. Offset, Lien

The purchaser has a right to offset claims only to the extent that the claims are undisputed or finally adjudicated. The purchaser may only retain its obligations to the extent that its claims result from the same contractual relationship.

The commercial retention and settlement rights pursuant to section 369 to 372 of the German Commercial Code shall remain unaffected.

XI. Protection of Personal Data

The Seller collects, processes and stores personal data of customers in global electronic systems only for the purpose of order processing, to handle customer queries, product complaints or concerns and to document this in relation to completed communication. The purchaser can require deletion and blocking of information and adjustment to its data. Questions regarding the handling of personal data and information, deletion, blocking and rectification of personal data shall be sent to the Seller.

XII. Confidentiality

The contractual parties undertake to keep all information designated as confidential or recognizable as trade or business secrets made available to them in connection with this Agreement or in the course of the business relation as strictly confidential and - if not necessary to achieve the purpose of the Agreement - to neither record the confidential information nor to utilize it in any form.

XIII. Place of Jurisdiction

For all disputes arising out of or in connection with this Agreement and its implementation, including the validity of the contract or its provisions, Memmingen has exclusive jurisdiction. This does not apply if an exclusive jurisdiction is in accordance with statutory regulations.

XIV. Applicable Law

These General Terms and Conditions of Sale are governed by the laws of the Federal Republic of Germany, excluding its rules of private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

XV. Requirement of Written Form for Changes

Deviating or supplementary agreements to these General Terms and Conditions of Sale and agreements which derogate the content of these General Terms and Conditions of Sale or any of its clauses must be confirmed in writing by the Seller. The also applies to a waiver of this written form requirement.

As of 28 December 2015